

Patent No. 5,586,505

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent of: *Elberto Berdut Teruel*

Application No.: 08/392,247

Group No.: 3103

Filed: 02-22-1995

Examiner: Morano IV, Samuel

For: *Levitation System using Permanent Magnets for use with trains...*

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

RENEWED PETITION UNDER 37 CFR 1.137
REQUEST FOR RECONSIDERATION
OF DISMISSED PETITION FOR PATENT REINSTATEMENT
MAILED 11/03/2011

On Nov. 3rd 2011, a Petition for Reinstatement of the above identified patent was dismissed. I have spend additional and significant time since then with the client re-reviewing this matter, especially their receipt of correspondence, and would like to amplify the Petition as follows.

Exhibit A is a letter by Mr. Berdut Teruel trying to ascertain the timelines involved, and their reasons for requesting that the petition be granted on unavoidable terms. Below I provide a translation;

January 9th, 2012

Petition Board
USPTO
Alexandria, VA

01/10/2012 DALLEN 00000017 5586505

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475.00 OP

Gentlemen:

Through this letter, I would like to clarify my previous explication regarding my failure to pay the maintenance fee for US Patent 5,865,505. As I have explained to Mr. Figarella (USPTO Reg. 58300 and my Patent Agent), I understand that you would like an explicit timeline for why we missed payment during the period of 24 December 2007 to 25 December 2008.

As I have explained to Luis, in previous occasions payment of these maintenance fee was done through a payment to Marks & Murase, LLP, who would notify us of the need to pay and send us a bill. This notification was handled by my assistant Ms. Ziggy Colon, and the check made by Mr. Edward Ramos.

In this fashion, the preliminary maintenance fees were paid for this patent (for the 4 and 8 year windows), as well as for the others. As recently as April 2005, we paid in this

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fashion the payment due for US Pat. 5,615,618. That is, Ziggy would receive the notification from M&M, I would approve it, and Edward would cut and mail the check.

During the dates in question, that is, effectively 2008, neither Ziggy, Edward or myself received any notification requesting the payment. As I explained to Luis, I had paid the previous fees, once the payment was requested by M&M, but this did not happen this time. Since the system that worked for all other cases failed this time, I am petitioning that the patent be reinstated for unavoidable reasons.

Through this letter, we declare that our intentions were not at any time to defraud, since the long history of previous payments shows that when we were notified in due time by the people we thought were responsible for doing this, payments were done in time.

Signed...

As I stated previously, while Mr. Berdut's lack of knowledge about the system left him at the mercy of his agents, and to the best of their recollection they never heard from them, as witnessed and stated by the three people at the office with any knowledge of these IP matters.

This correspondent feels that unfortunately Mr. Berdut's interests are being harmed by the premature expiration of his IP, particularly when he already paid the 4 and 8 year maintenance fees, demonstrating that he intended to assert his IP rights. Again, I suspect he would have an easier time picking up the phone and questioning me in Spanish, but he never heard from M&M throughout that year.

Respectfully submitted,



Luis A. Figarella

Agent for Applicant(s)

Reg. No. 58300

Matrix Patent Agency

27 Todd Rd.,

Nashua, NH 03064

603.557.8420

(F) 206.338.3093

Att. A**MAGNETIC FORCE**

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Email: magneticforce123@gmail.com

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9 de enero de 2012

Junta de Peticiones
USPTO
Alexandria, VA

Estimados Señores:

Por este medio quisiera aclarar mis explicaciones con respecto a la falla en el pago de mantenimiento de la patente 5,586,505. Como me ha explicado el Ing. Luis Figarella USPTO Reg. 58,300 (mi Agente de Patentes), ustedes quieren ver las razones por las que la falla en pagar le cuota de mantenimiento entre el 24 de diciembre del 2007 y el 25 de diciembre del 2008 ocurrieron.

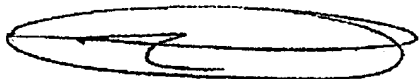
Como le he explicado a Luis, en ocasiones anteriores el pago de estas cuotas de mantenimiento se hacia a través del pago a Marks & Murase LLP, quienes nos enviaban una notificación y cuenta. La notificación la recibía mis asistentes Ziggy Colon, y el cheque Edward Ramos.

De esta forma, fue pagado el mantenimiento preliminar en esta Patente (4 y 8 años), así como en otras. Tan reciente como abril del 2005, pagamos de esta forma el de otra patente, 5,615,618. Es decir, Ziggy recibía la notificación, yo la aprobaba y Edward les hacia y enviaba el cheque.

Durante las fechas en cuestión, es decir efectivamente el año 2008, ni Ziggy ni Edward, ni yo recibimos ninguna notificación de pago. Como le explique a Luis, yo había pagado las cuotas anteriores, una vez el pago era demandado por la firma, lo cual no lo fue esta vez. Dado que el sistema que funcionó para los otros casos falló en este, pido que la patente sea repuesta por razones inevitables.

Por esta carta, declaramos que nuestra intención no fue en ningún momento el defraudar, dado que la larga historia de pagos demuestra que cuando se nos notificaba a tiempo por las personas que creíamos responsable de esto, se hacia el pago a tiempo.

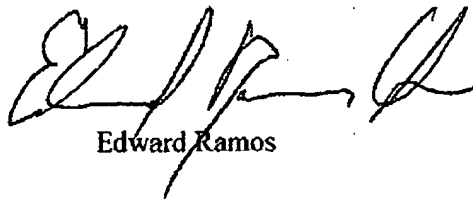
Atentamente;



Elberto Berdut-Teruel



Ziggy Colón



Edward Ramos